

Iowa Central CC

Iowa Cental CC EA

7/1/2006

6/30/2008

**MASTER AGREEMENT**  
**BETWEEN**  
**IOWA CENTRAL COMMUNITY COLLEGE**  
**AND**  
**IOWA CENTRAL COMMUNITY COLLEGE EDUCATION ASSOCIATION**

**2006-2008\***

**\*With opener in January, 2007, for negotiations as to  
Article V (Salary), Article VI (Insurance Programs), and  
one other Article to be chosen by each party.**

## INDEX

<u>Article</u>	<u>Subject</u>	<u>Page</u>
I	RECOGNITION .....	1
II	WORK YEAR .....	1
	Section 1: Work Year .....	1
	Section 2: Hours of Work .....	3
	Section 3: Telephone Recruiting .....	4
III	REDUCTION IN STAFF .....	4
IV	LEAVES OF ABSENCE .....	5
	Section 1: Sick Leave .....	5
	Section 2: Family Illness .....	6
	Section 3: Bereavement .....	7
	Section 4: Predetermined Medical Disorder Leave .....	7
	Section 5: Adoption .....	8
	Section 6: Family and Medical Leave Act Leave.....	8
	Section 7: Jury .....	9
	Section 8: Military Leave .....	9
	Section 9: Extended Professional Leave .....	9
	Section 10: Good Cause Leaves .....	10
	Section 11: Return from Extended Leave of Absence .....	10
	Section 12: Personal Emergency or Personal Business Leave .....	10
	Section 13: Professional Leave .....	11
	Section 14: Association Leave .....	11
	Section 15: Faculty on Extended Full Time Employment Contracts .....	12
	Section 16: Personal Leave Donation Program.....	12
V	SALARY .....	13
	Section 1: Salary .....	13
	Section 2: Overload .....	16
	Section 3: ICTN or ICN Pay .....	17
	Section 4: Iowa Public Television Pay .....	17
	Section 5: Summer School and Interim .....	17
	Section 6: Mileage .....	18
	Section 7: Guided Self-Study Courses .....	18

	Section 8: Internet Courses .....	19
VI	INSURANCE PROGRAM .....	20
VII	DUES DEDUCTION .....	22
VIII	OTHER PAYROLL DEDUCTIONS .....	23
IX	SAFETY .....	23
X	EVALUATION .....	24
XI	GRIEVANCE PROCEDURE .....	25
XII	COMPLIANCE & DURATION .....	28
APPENDIX A	Dues Deduction Authorization Form .....	30
APPENDIX B	Grievance Report .....	31
APPENDIX C	Compensation Guide for Extracurricular Activities.....	33
APPENDIX D	Agreement on Internet Preparation/Teaching .....	34

## **ARTICLE 1**

### **RECOGNITION**

The Board of Directors of Iowa Central Community College (Merged Area V), hereinafter referred to as the Board, recognizes the Iowa Central Community College Education Association, hereinafter referred to as the Association, as the exclusive bargaining representative for certain employees as defined in PERB Certification Case Numbers 252 and 2772 as issued by the PERB on October 21, 1975, and July 27, 1984. This includes all instructors--including associate instructors, all professors, including associate and assistant professors, all librarians, and all guidance counselors. In addition, this excludes all noninstructional personnel, including director of libraries and media center, supervisory personnel, director of placement and counseling, coordinators of guidance services, department chairs/directors, non-professional personnel, all others not specifically included and all others excluded under Section IV of the Public Employees Relations Act.

#### Definitions:

1. The term "Board" or employer, as used in this agreement, shall mean the Board of Education of Iowa Central Community College or its duly authorized representatives.
2. The term "employee," as used in this agreement, shall mean any professional employee represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association," as used in this agreement, shall mean the Iowa Central Community College Education Association or its duly authorized representatives or agents.

## **ARTICLE II**

### **WORK YEAR**

#### Section 1: Work Year

The work year for employees (contracted on an eight and one-half [8 1/2] month basis) shall not exceed one hundred and seventy (170) days. Except that when an employee is assigned a

teaching load that includes program of study or course(s) contracted between the College and a third party institution, the employee's work year shall be:

1. the work days of the institution that is the source of the program of study which generates the employee's primary teaching load and will not be considered on extended contract; or
2. one hundred seventy (170) days with any work days required to teach courses contracted with a third party institution that are in excess of the one hundred seventy (170) days to be compensated on a prorated credit hour basis (this is defined as the fraction represented by the total number of credit hours for the course(s) contracted between the College and a third party institution taught by the employee that semester divided by the employee's total credit hours assigned for that semester, multiplied by the fraction represented by the employee's base salary divided by 170) calculated and paid at the end of the contract year.

If the teaching load assigned includes program of study or course(s) contracted between the College and a third party institution and requires a work year in excess of one hundred seventy (170) days, the assignment will be voluntary except if the employee is or was initially hired by the College for that nature of assignment that may exceed one hundred seventy (170) days.

Employees on extended contract shall receive a pro-rated increase of 1/190 of salary schedule for each day beyond their one hundred and seventy (170) days base contract.

The work year shall include days when students are in attendance, orientation days, work days, paid holidays, and any other days on which employee's attendance is required.

All regular employees employed through the holidays shall be granted said holidays without loss of pay.

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day

New Year's Day

Memorial Day

In addition, the following days shall be granted without loss of pay:

1. The Monday after Christmas, New Year's Day, and the Fourth of July when these holidays fall on a Sunday.
2. The Friday before Christmas, New Year's Day, and the Fourth of July when these holidays fall on a Saturday.
3. The Monday before Christmas, New Year's Day, and the Fourth of July when these holidays fall on a Tuesday.

## Section 2: Hours of Work (Full-Time)

Consistent with Iowa Administrative Code, the full-time teaching load for an instructor in college parallel courses/programs shall not exceed a maximum of sixteen (16) credit hours per semester or the equivalent. An instructor may have additional teaching assignment(s) provided the instructor consents to the additional assignment(s) and the total workload does not exceed the equivalent of 18 credit hours per semester. Arts and Science instructors' work week shall be 28 hours. The full-time teaching load of an instructor in career education courses/programs shall not exceed six clock hours per day and an aggregate of 30 clock hours per week or the equivalent. An instructor in career education courses/programs may teach the equivalent of an additional three credit hours provided the instructor consents to the additional assignment. When a career education instructor's teaching assignment includes classroom subjects (nonlaboratory), consideration will be given to assigning a teaching work load more in conformity with an instructor in college parallel courses/programs.

For purposes of this Section, the term "college parallel courses/programs" shall mean courses that are the equivalent of the first two years of a baccalaureate program and may also include: such courses as may be necessary to develop skills that are prerequisite to other courses and objectives; and specialized courses required to provide career options within the college parallel program. For the proposes of this Section, the term "career education courses/programs"

shall mean courses that are offered as vocational education and career education in different occupational fields as defined by the state department of education that are not included in the above definition of “college parallel courses/programs”.

In career education courses/programs there shall be sufficient time available to fulfill the necessities of the programs. If this equates to 28 clock hours per week, it will not be necessary for that instructor to have additional office hours or availability hours.

Guidance counselors’ and librarians’ normal work week shall be thirty-nine and one half (39 1/2) hours.

### Section 3: Telephone Recruiting

Other than the responsibilities performed by Program Coordinator(s), full-time faculty will, with the scheduling by the Vice President of Enrollment Management and Student Development, engage in telephone recruiting of potential and current students outside the normal hours of work one three (3) hour evening per semester.

## **ARTICLE III**

### **REDUCTION IN STAFF**

When, at the discretion of the Board, staff reduction is necessary, such reduction will take place within the department, program area or area of specialization within such program area by consideration of the following order of points:

- A. Voluntary resignations
- B. Part-time personnel
- C. Retirement
- D. Least seniority at Iowa Central (on a total institution basis -- not by centers) within division, departments and/or program where staff reductions are necessary.



- E. Inflexibility and/or a lack of qualifications of individual for reassignment within the department (or program).
- F. Lack of qualifications and/or inflexibility of individual for possible assignment to other departments or divisions of the College.
- G. Evaluations of the individuals according to the evaluation section of this agreement.
- H. After consideration of all points, the final recommendations for terminations are to be made to the President by a committee composed of Department Chairs, Director of Nursing or Director of Libraries, if applicable, and Vice Presidents.

When the above-mentioned committee meets to consider final recommendations to the President, the Association shall be entitled to have an observer present.

Notice to employees of possible termination will be as follows:

1. Written indication of termination by February 1 of the year of the current contract.
2. Final notice according to the laws of the State of Iowa.

Any employee terminated under this procedure will be considered for re-employment by submitting written notice to the President. After applications for vacancies are filed and all qualifications are determined equal, the terminated employee will be given priority for rehiring for a period up to two (2) years. No employee will be hired unless the preceding procedure has been followed.

An employee re-employed under this procedure will be reinstated to his/her accumulated sick leave benefits, seniority and salary placement at the time of termination.

## **ARTICLE IV**

### **LEAVES OF ABSENCE**

#### **Section 1: Sick Leave**

Sick leave for personal illness or disability of an employee shall be credited annually to members covered under this agreement, who report for duty, on the following basis:

1st year of employment	10 days
2nd year of employment	11 days

3rd year of employment	12 days
4th year of employment	13 days
5th year of employment	14 days
6th and subsequent years of employment	15 days

An employee who does not report to work on the first day of the contract year shall be entitled to such annual sick leave days upon the first day he/she reports for duty. Such days will be retroactive to the first day of employment provided such employee notified the employer of his/her inability to report for work on the first day.

The above amounts shall apply only to consecutive years of employment in Iowa Central Community College.

Unused leave shall be cumulative from year to year to maximum of one hundred five (105) days.

The Board may require a doctor's written statement confirming the necessity for such leave of absence. The employee shall be notified of such request in writing within four (4) working days of the return. The employee must furnish such statement within four (4) working days of written notification or time off will be non-excused. The Board may require any additional medical evidence it deems necessary. Payment for such additional evidence will be at the Board's expense.

## Section 2: Family Illness

In the case of serious illness or incapacitating injury in the immediate family, an employee shall have up to three (3) days of leave annually with full pay. Immediate family for the purpose of this section shall mean spouse, child, parent, brother and sister. When a written leave request cannot be filed in advance, oral notification must be made to the President or his designee.

An additional leave of absence, without pay, for up to a year may be granted to an employee to care for a sick or injured member of the immediate family. Approval for such a long term leave without pay will be at the discretion of the President. Such time off will not count toward salary increases or accumulation of other benefits.

### Section 3: Bereavement

In the case of death in the immediate family, an employee will be granted up to five (5) days of absence per occurrence annually, with full pay. Immediate family shall be interpreted as spouse, child, parent, brother, sister, parents-in-laws, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, and any other member of the immediate household.

One day of the five (5) days specified above may be granted to attend the funeral of an individual not defined above upon approval of the President.

### Section 4: Predetermined Medical Disorder Leave

All employees shall be eligible for predetermined medical leave subject to the following conditions:

The employee shall notify the Board or its designated representative with as much advance notice as possible but at least twenty (20) working days before the date the employee desires to start the leave except in the case of medical emergency. In case of medical emergency, the employee shall be granted leave immediately upon request and certification of the emergency by an attending physician. If differences of opinion exist regarding the employee's ability to perform contractual obligations, the Board may require in writing that the employee provide written certification of ability to do so from an attending physician. Notification from the employee to the Board shall include a declaration of intention to return to work including the expected date of return. Should the employee not plan to return to work after the time of leave, the employee shall notify the Board in writing not later than twenty (20) working days before the beginning of the leave. The return to work shall be not more than twenty (20) working days from the date of hospital discharge unless the determined medical circumstances of the case cause the attending physician to certify the employee unable to return.

All or any portion of the leave may be charged, at the employee's discretion, to available sick leave. After available sick leave has been used, the employee may be absent without pay and may qualify for disability income in accordance with the provisions of the current insurance policy.

#### Section 5: Adoption

An employee, upon approval by the President, may be granted a leave up to fifteen (15) working days, without pay, to attend to an adoption. Such employee will notify the President of the possibility of an adoption as soon as practicable.

#### Section 6: Family and Medical Leave Act Leave

Iowa Central Community College will provide to eligible employees a maximum of twelve (12) weeks of unpaid leave per fiscal or contract year for the birth or adoption of a child or the serious illness of the employee or a family member in accord with the Family Medical Leave Act (FMLA).

Eligible employees are those who have been employed at least one year and have worked at least 1,250 hours during the previous twelve (12) months. Employees who are among the highest paid ten percent (10%) of all individuals employed by the College (including individuals employed outside the bargaining unit) within 75 miles of the employee's primary assignment site may be denied reinstatement after FMLA leave.

Employees must first use any available sick leave, family illness leave, predetermined medical disorder leave, and personal emergency leave, as applicable, or, in the event of adoption of a child, adoption leave toward the twelve (12) weeks of leave. Paid sick leave is available only if leave is required due to the employee's own serious illness or the leave is maternity leave (see Sick Leave in Section 1). The College will then provide the difference in time with unpaid leave.

Employees are required to provide twenty (20) working days notice for foreseeable leaves

and to schedule, when possible, planned medical treatments so as not to unduly disrupt work operations.

Employees who are married will be provided an aggregate leave limited to twelve (12) weeks for a new child or sick parent. However, illness of a child or spouse would allow each employee to receive twelve (12) weeks.

Employees are required to provide medical documentation for family leave.

Employees may not take leave intermittently for the birth or adoption of a child. However, leave taken intermittently for a serious health condition of an employee or family member is allowed when medically necessary.

#### Section 7: Jury

An employee called for jury duty during school hours, or subpoenaed, or required by the Board to appear as a witness on the Board's behalf shall receive pay for such time. Any pay received for such duty by the employee during such leave shall be turned over to the employer.

#### Section 8: Military Leave

Provisions for the granting of military leave will be in accordance with state and federal laws.

#### Section 9: Extended Professional Leave

An employee may be granted one calendar year, without pay, for the purpose of engaging in study at an accredited college or university related to professional responsibilities. Granting of such leave will be at the discretion of the Board.

To be considered for professional leave, an employee of the institution must make application to the President by November 15. An employee on leave must notify the President in writing of his/her plan to return the following year by the first of April or the position will be declared vacant.

Such time off will not count toward salary increases or accumulation of other benefits.

#### Section 10: Good Cause Leaves

Other temporary leaves of absence with or without pay may be granted in writing by the President. Such leaves shall be strictly at the discretion of the President.

#### Section 11: Return from Extended Leave of Absence

The employee will return to work, subject to the following conditions:

- A. Upon return to work, the employee shall resume the same or comparable position held prior to such leave;
- B. Upon return to work, the employee shall resume all rights and privileges accrued prior to such leave;
- C. Failure to return on the designated date, except for reason of certified medical inability to return, shall be considered a resignation; and
- D. The employee may request in writing and be granted in writing an extension date past the original date due to extenuating circumstances, but failure to return on the extended date shall be considered a resignation.

Hospitalization, comprehensive and major medical insurance benefits (including dental coverage) set forth in Article VI shall be continued for the leave period up to six months beginning with the effective date of leave. Pursuant to the terms of and definition provisions of the group term life, accidental death and dismemberment, and long-term disabilities insurance policies, during extended leave said insurance benefits are continued only for the period of time specified in the insurance policies. The employee will pay the employee's share of the cost of the insurance premiums.

An employee shall be entitled to all raises and increments upon return if the employee serves at least eighty-five (85) contract days of the school year. This eighty-five (85) day period need not be continuous.

#### Section 12: Personal Emergency or Personal Business Leave

In case of personal emergency or personal business that cannot be taken care of in the normal time away from work, an employee shall have up to three (3) days of leave annually with full pay. An employee may carry forward to the next contract year up to a maximum of one (1) unused leave day to be used as additional paid leave in that year. If this additional leave day is not

used in that contract year, it will not be carried forward. This leave shall be interpreted as including, but not limited to, such leaves as:

1. Court Appearances
2. Damage to home by fire or flood
3. Marriage of son or daughter
4. Transportation failure
5. Take family member to medical or dental appointment
6. Attend graduation or other school activity of a family member
7. Birth of a child to the wife of an employee

Up to two (2) days of this leave can be used for family illness. Such leave shall be requested through the regular leave process except that when the employee cannot reasonably know in advance of such need, oral notification must be made to the President or his designee.

#### Section 13: Professional Leave

During the school year, employees may have up to four (4) days with full pay for professional leave, when approved by the President at his discretion in advance.

Employees are encouraged to submit plans for conference attendance, visitation to view educational programs, and for other professional purposes as a part of the budget recommending process. Payment of expenses incurred during such leave shall be at the discretion of the President.

An employee planning to use professional leave shall request approval in writing at least one (1) week in advance.

#### Section 14: Association Leave

During the year, the Association shall have up to four (4) days of leave, to conduct Association business when such leave is requested by the Association at least two (2) weeks in advance.

If a substitute is employed by the college for the absent unit member, the Association shall pay for the cost of such substitute.

#### Section 15: Faculty on Extended Full Time Employment Contracts

All bargaining unit employees on extended contracts for full time employment beyond the normal 170 day work year, shall have sick leave, family illness, professional leave, and personal emergency leave available to them during the extended contract period in the amount as not used during the normal contract year and bereavement leave available to them during the extended contract period on the same basis as during the normal 170 day work year.

#### Section 16: Personal Leave Donation Program

In the event the College's Coordinator of Personnel Services is notified by an employee that he/she has a personal or immediate family catastrophe (as defined below) that results in the employee having exhausted all of his/her accumulated sick leave and personal leave if a personal catastrophe or that results in the employee having exhausted all of his/her personal leave and family illness leave if an immediate family catastrophe, other employees may donate accumulated personal leave days to the absent employee. Hospitalization, continuing out-patient treatment by a health care provider, disabled from performing contractual obligations, or terminal illness of an employee or of an employee's immediate family (as defined in Section 2, Family Illness Leave, in this Article) supported by an attending health care provider's written statement will be considered a personal or immediate family catastrophe.

The donation of accumulated personal leave days will be applied as follows:

1. The College's Coordinator of Personnel Services will communicate by e-mail to the Association's President and to all employees that a triggering event has occurred and inquire if any employee desires to donate an accumulated personal leave day to be used by the absent employee. The absent employee's name will not be mentioned. Employees interested in donating accumulated personal leave days may do so by responding by e-mail to the Coordinator of Personnel Services;
2. Employees may donate one day of accumulated personal leave per college request;
3. The Coordinator of Personnel Services will accept the first ten responses donating personal leave per request, will maintain a list of the order of donations, and will inform all responses after the first ten that ten donated responses have already been received. The total number of donated personal leave to each absent employee shall not exceed ten days per contract year;



4. All donations of personal leave will remain anonymous; and
5. The Coordinator of Personnel Services will track the employee who has donated a personal leave day, deduct that donated leave day from the employee's accumulated personal leave when that donated leave day is used by the absent employee, and will so inform the employee who donated the leave day. The Coordinator of Personnel Services will also be responsible for keeping track of the donated personal leave days used by the absent employee. After the ten donated personal leave days are used by the absent employee, any additional leave days related to the catastrophe by the absent employee will be unpaid.

## **ARTICLE V**

### **SALARY**

#### Section 1: Salary Schedule for 2006-2007

<b>Rank</b>	<b>Minimum Salary</b>	<b>Maximum Salary</b>	<b>Amount of Increment</b>	<b>Number of Increments</b>
Professor (MA+60)	41,330	56,210	620	24
Associate Professor (MA+45)	41,080	55,720	610	24
Assistant Professor (MA+30)	40,830	55,230	600	24
Advanced Instructor (MA+15)	40,705	54,745	585	24
Instructor (MA)	40,580	54,260	570	24
Special Instructor (BA+15)	40,255	52,975	530	24
Associate Instructor (BA)	40,155	52,635	520	24

The above base annual salaries shall be for full-time eight and one-half (8 1/2) months and one hundred seventy (170) days employment.

Each of the seven (7) ranks shall be divided into three (3) increment categories as follows:

1st category, 1-5 increments; 2nd category, 6-10 increments; and 3rd category, 11-23 increments.

#### **Associate Instructor**

1. State of Iowa license in the appropriate teaching area of employment is the minimum requirement for placement on this schedule.
2. One increment per year of service for satisfactory performance shall be granted in the first

increment category up to \$42,755.00 for 2006-2007 academic year.

3. The Associate Instructor must have a minimum of five (5) additional semester hours of college credit or the equivalent to proceed to the second increment category, proceeding through said category one increment per year of satisfactory service.
4. An Associate Instructor employed in the second increment category must have a minimum of five (5) additional semester hours of College credit or the equivalent to proceed to the third increment category, proceeding through said category, one increment per year of satisfactory service.
5. Upon reaching training and other requirements for advancement to the next rank, staff members must request said advancement in writing at the start of the next academic year in August.

#### **Special Instructor**

1. A B.A. Degree plus 15 hours or the equivalent.
2. A Special Instructor must show evidence of continuing growth in the profession.
3. All requirements for the Associate Instructor shall also prevail.

#### **Instructor**

1. An M.A. Degree or the equivalent is the minimum requirement for placement on this schedule.
2. An Instructor must show evidence of continuing growth in the profession.
3. All requirements for the Associate Instructor and Special Instructor shall also prevail.

#### **Advanced Instructor**

1. An M.A. Degree plus 15 hours or the equivalent is the minimum requirement for placement on this schedule.
2. An Advanced Instructor must show evidence of continuing growth in the profession.
3. All requirements for the Associate Instructor, Special Instructor and Instructor shall also prevail.

#### **Assistant Professor**

1. An M.A. Degree plus 30 hours or the equivalent and two (2) years teaching and/or occupational work experience is the minimum requirement for placement on this schedule.

2. An Assistant Professor must show evidence of continuing growth in the profession.
3. All requirements of the Associate Instructor, Special Instructor, Instructor and Advanced Instructor shall also prevail.

#### **Associate Professor**

1. An M.A. Degree plus 45 or the equivalent and four (4) years teaching and/or occupational work experience is the minimum requirement for placement on this schedule.
2. An Associate Professor must show significant professional development.
3. All requirements of the Associate Instructor, Special Instructor, Instructor, Advanced Instructor and Assistant Professor shall also prevail.

#### **Professor**

1. An M.A. Degree plus 60, Doctorate or the equivalent and six (6) years teaching and/or occupational work experience is the minimum requirement for placement on this schedule.
2. A Professor must show marked professional development.
3. All requirements of the Associate Instructor, Special Instructor, Instructor, Advanced Instructor, Assistant Professor and Associate Professor shall also prevail.

TRAINING REQUIREMENTS: Faculty members with less than an M.A. Degree should have planned program toward advanced placement on the salary schedule and an ultimate M.A. Degree. Faculty members with an M.A. Degree should plan (and may be required by the Board) to attend workshops, meetings, institutes and/or credit courses directly connected with their field of instruction which will be of value to them in their work.

Training obtained in a trade related or factory related school workshop shall be counted at the rate of one (1) semester hour credit for each fifteen (15) hours of lecture time and one (1) semester hour credit for each forty (40) hours of laboratory, shop or seminar experience. Only full semester hours of credit will be counted in this section.

Requests for such training must be approved in advance by the President.

CONTRACT MODIFICATIONS: A faculty member's contract may be modified on or before September 1 of any year in which said staff member becomes eligible for a higher increment category and/or rank classification on the salary schedule after election or employment in the spring, provided a certified transcript of credits or similar information, together with a written request for modification of contract, is filed with the President of the College no later than the first day of September.

Section 2: Overload

When it becomes necessary to contract services of instructors for educational responsibilities of more than sixteen (16) credit hours per semester, said instructor's compensation for the credit hours taught above sixteen (16) per semester will be on a pro-rata basis according to the instructor's regular contract as noted in the fact-finder report of 1979, which is as follows:

Base Salary

$$190 \times 90 \div 16 = \text{Pay Per Credit Hour}$$

One hour (60 minutes) per week for each credit hour of overload taught will be in addition to the instructor's posted minimum 28 hour class, office and availability schedule.

If an instructor is teaching sixteen (16) credit hours or less per semester, but more than an average of twenty-eight (28) teaching contact hours (based on the 60 minute contact hour) per week per semester, the instructor will receive 1/950 of his/her base salary for each contact hour taught above the average twenty-eight (28) teaching contact hours (based on the 60 minute contact hour) per week per semester.

Instructors assigned special projects under this provision shall be paid \$30.00 per credit hour per student.

### Section 3: ICTN or ICN Pay

When a staff member teaches over ICTN or ICN, the instructor shall be paid \$330.00 per three-hour course or \$110.00 per credit hour taught in addition to his/her base salary. If more than one instructor is assigned to the same ICTN or ICN course to be taught, each instructor will receive an equal share of the \$330.00 per three-hour course taught or an equal share of the \$110.00 per credit hour compensation in addition to his/her base salary. Each instructor will not be required to be present at each class session and the instructors may equally split ICTN or ICN class session responsibilities.

### Section 4: Iowa Public Television Pay

The supplemental salary for Iowa Public Television telecourses will be \$350.00 per semester hour and tuition must reach the amount to be paid or the instructor will receive the total tuition collected. This supplemental assignment is separate from regular hours taught and is not considered part of the overload policy.

### Section 5: Summer School and Interim

Instructors who volunteer to teach in summer school and/or interim shall be compensated on the basis of the overload formula ( $\frac{\text{Base Salary}}{190} \times 90 \div 16 = \text{Pay Per Credit Hour}$ ) using one hundred and ninety (190) days as the base, when paid student enrollment for the class is 16 or more.

If the enrollment in a class is less than 16 students, the instructor may agree to teach the class for a salary equal to the tuition paid by enrolled students.

This clause in no way limits the right of the College to hire summer and/or interim instructors from any source available.

#### Section 6: Mileage

Instructors teaching on more than one center during the regular college year shall be reimbursed for actual travel at \$.33 per mile or at the Board approved mileage rate if greater. No mileage will be paid for commuting to and from work.

#### Section 7: Guided Self-Study Courses

When requested by the Administration to prepare or teach a guided self-study course, an instructor who volunteers to prepare a guided self-study course shall be compensated at the rate of \$150.00 per credit hour for adaptation of a course. An instructor who is requested and volunteers to teach a guided self-study course shall be compensated at the rate of \$15.00 per credit hour for each student still enrolled past the seventh calendar day after the student's start date in the respective guided self-study course and \$32.50 per credit hour for each enrolled student upon completion of the course or each enrolled student on the 52<sup>nd</sup> calendar day after the student's start date in a fifteen (15) week guided self-study course. This supplemental assignment is separate from regular hours taught and is not considered part of the overload policy.

Participation shall be on a voluntary basis. If more than one instructor adapts a course or teaches the same section of a course, payment shall be split equitably between them.

When requested by the Administration, an instructor may voluntarily agree to teach a guided self-study course as part of his/her normal work load. The instructor shall receive \$35.00 per credit hour for each student above 30 students per semester who has completed the course or each enrolled student on the 52<sup>nd</sup> calendar day after the student's start date in a fifteen (15) week guided self-study course. The College reserves the right to assign a regular classroom load to the instructor in place of the guided self-study course at the beginning of the second semester if enrollment in the guided self-study course is determined by the College to be insufficient.

## Section 8: Internet Courses

When requested by the Administration to prepare and/or teach an Internet course, an instructor who volunteers shall be compensated according to the following and the agreement shall be recorded on the form in Appendix D:

### 1. Preparation

- a) When the instructor creates the course on his/her own with technical assistance and staff development opportunities from the College, he/she will be compensated at the rate of \$450.00 per credit hour. The instructor shall be responsible for reviewing and revising content of the course while he/she is the responsible teacher. Iowa Central Community College shall retain ownership of the course.
- b) When the instructor inputs his/her own content into templates, or completely revises an inherited<sup>1</sup> internet course, with the assistance and staff development opportunities from the College, he/she shall be compensated at the rate of \$300.00 per credit hour. The instructor shall be responsible for reviewing and revising content of the course while he/she is the responsible teacher. Iowa Central Community College shall retain ownership of the course.
- c) When the instructor revises and inputs a significant proportion (70% or more) of an inherited internet course or is a content provider, but not the Web developer and provides the content necessary to develop an online course and reviews the various pages created by other College staff, he/she shall be compensated at the rate of \$150.00 per credit hour. The instructor shall be responsible for reviewing and revising content of the course while he/she is the responsible teacher; however, other College staff shall make the actual updates on the web. Iowa Central Community College shall retain ownership of the course.

### 2. Teaching

- a) When the instructor is requested and volunteers to teach an Internet course, he/she shall be compensated at the rate of \$15.00 per credit hour for each student still enrolled past the seventh calendar day after the student's start date in the respective internet course and \$32.50 per credit hour for each enrolled student upon completion of the course or each enrolled student on the 52<sup>nd</sup> calendar day after the student's start date in a fifteen (15) week internet course. The instructor shall be

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<sup>1</sup> An inherited course is a course that has previously been offered online by Iowa Central Community College under the tutorage of another instructor. To be eligible for compensated revision, the proposed revisions must undergo the same review process as new courses and must be revised within eight weeks of inheritance.

responsible for reviewing and revising content of the course while he/she is the responsible teacher; however, except as provided above, no other College staff shall make the actual updates on the web. Iowa Central Community College shall retain ownership of the course. This supplemental assignment is separate from regular hours taught and is not considered part of the overload policy.

- b) When requested by the Administration, an instructor may voluntarily agree to teach an Internet course as part of his/her normal work load but with responsibility for the Internet course on a 12-month basis. The instructor shall receive \$40.00 per credit hour for each student above 60 students who has completed the Internet course or has not withdrawn before the end of the academic year. The College reserves the right to assign a regular classroom load to the instructor in place of an Internet course at the beginning of the second semester of the academic year, if enrollment in the Internet course is determined by the College to be insufficient. The College will make this determination at mid-term of the first semester. If the instructor is to be assigned a regular classroom load in place of an Internet course, the enrollment in the Internet course will stop at mid-term of the first semester and the instructor will be responsible to finish the Internet course instruction to the students enrolled in that course prior to mid-term.

The instructor shall be responsible for reviewing and revising content of the course while he/she is the responsible teacher; however, except as provided above, no other College staff shall make the actual updates on the web. Iowa Central Community College shall retain ownership of the course.

Participation in the preparation and/or teaching of an Internet course shall be on a voluntary basis. If more than one instructor prepares a course and/or teaches the same section of a course, payment shall be split equitably between them.

## **ARTICLE VI INSURANCE PROGRAM**

The following insurance program shall be provided all regular employees:

1. Coverage for hospital service (365 days per year), diagnostic, x-ray and laboratory benefits (DXL), doctor's services (comprehensive) and major medical (including dental coverage) shall be provided all covered employees.
2. Term life insurance, accidental death, and dismemberment insurance shall be provided all regular employees. Life insurance coverage shall be two (2) times the amount of each employee's base annual salary rounded to the next thousand dollars. This insurance will continue in full as long as the employee is under age 70 and this program remains in effect. Upon attainment of age 70 employees or spouse coverage (both life and AD & D) decreases on the following schedule:



Age 70	50% reduction of the covered amount
Age 75	decreases to 30% of the original covered amount
Age 80	decreases to 20% of the original covered amount

3. Disability income insurance (90-day waiting period) shall be provided all regular employees under 70 years of age. No disability income insurance shall be available to employees 70 years of age or older. Disability income shall be at the rate of 60% of the employee's monthly earnings up to \$5,000.00 (60% x \$8,333.33) maximum per month.

Regular employees may apply for additional insurance with premiums paid by payroll deduction as follows:

1. Dependent coverage for hospital and doctor's services and major medical (including dental coverage). The deduction shall be the cost of a family plan premium less the amount contributed by the Board.
2. Dependent life insurance in the amount of \$2,000.00 for employees spouse and dependent children age 14 days to age 19 (plus dependent children age 19-23 provided they are unmarried and attending college full time).
3. Optional supplemental group term life and accidental death and dismemberment insurance or other insurance acceptable to both the Association and the Board. This insurance will continue in full as long as the employee is under age 70 and this program remains in effect. Upon attainment of age 70 employee coverage (both life and AD & D) decreases on the following schedule:

Age 70	50% reduction of the covered amount
Age 75	decreases to 30% of the original covered amount
Age 80	decreases to 20% of the original covered amount

All dependent coverage terminates at age 70.

The Board will provide or make available to all regular, full-time instructors a Group Medical Health Insurance Plan and Dental Insurance Plan with \$250/\$500 deductible.

All insurance purchased under the above terms shall be for the period ending October 1 annually. Such insurance may not be canceled during the year unless employment is terminated. Dependent life and optional supplemental life (items 2 and 3) may be applied for at time of employment and annually during an open enrollment date established each fall. Once canceled, said insurance coverage may be applied for during an open enrollment date established each fall.

Single and/or family plan coverage for hospital and doctor's services and major medical expense shall be determined each October 1 and may not be changed after said date unless a change of employee's status occurs, for example, death of spouse and/or dependent child, marriage, divorce or termination of employment.

Effective 2006-2007, the Board shall contribute up to \$765.00 per month toward the cost of the applicable insurance programs for each employee.

In the situation where a husband and wife are both regular full-time employees of the College, the College will contribute up to a maximum of the full premium cost of the applicable group insurance programs above described and as provided by the College, but not to exceed a total amount of \$1,530.00 per month.

## **ARTICLE VII**

### **DUES DEDUCTION**

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of Association dues. The form of assignment shall be as set forth in Appendix A.

Pursuant to the deduction authorization, the employer will deduct one-eleventh (1/11) of the total annual dues from the regular salary check of the employee each pay period beginning in October and ending in August. Such annual dues deduction authorization cards must be received by the employer not later than the first day of October of each year.

Employees may terminate dues deductions on thirty (30) days notification to the employer, and the employer will notify the Association of such dues termination.

The Association shall indemnify and save the College harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the College in making payroll deductions as herein provided or in complying with this article.

The Board shall transmit to the home address of the Association Treasurer the deduction for professional dues and a listing of the employees for whom deduction was made within seven

(7) school days following each regular pay period barring mechanical failures.

## **ARTICLE VIII**

### **OTHER PAYROLL DEDUCTIONS**

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, group insurance, and any plans proposed by the Association and approved by the Board. Credit Union remittance shall be transmitted within five (5) working days barring mechanical failure.

## **ARTICLE IX**

### **SAFETY**

No employee will be required to work under conditions dangerous to health. Dangerous to health does not mean uncomfortable or inconvenient.

No employee shall be required to search for a bomb.

Employees shall be responsible for reporting unsafe conditions to their immediate supervisors.

The employer shall provide required safety equipment such as safety glasses, welding helmets, gloves and hard hats in the following areas: Industrial Technology Program shops and Science Labs. The employer shall provide prescription safety glasses for employees wearing corrective lenses initially and shall replace such glasses once every five (5) years if needed because of breakage or because of change in correction. This provision shall apply only to employees working in shop areas requiring safety glasses. Each employee shall be responsible for the replacement of safety equipment which is lost or damaged by his/her own negligence.

In case of a potentially violent situation in the classroom, the faculty member in charge shall attempt to defuse the situation and specifically shall try to remove the person(s) involved from the classroom including accompanying them if necessary.

The employer shall comply with all federal and state regulations on safety which are applicable to the College.

## **ARTICLE X**

### **EVALUATION**

Employees covered by this Agreement employed by the College prior to July 1, 1998, with two or more years of experience at Iowa Central Community College will be evaluated at least once every three years, unless circumstances warrant otherwise as determined at the discretion of the Administration. If said employees have less than two years of experience at Iowa Central Community College, they will be evaluated twice a year.

Additional formal evaluations may be made at the discretion of the Administration.

Employees covered by this Agreement first employed by the College on or after July 1, 1998, with three or more years of experience at Iowa Central Community College will be evaluated at least once every three years, unless circumstances warrant otherwise as determined at the discretion of the Administration, provided that if the employee, prior to being first employed at Iowa Central Community College, has successfully completed three consecutive years of employment as an instructor at another community college located in Iowa, the period of evaluation shall be one year. Employees covered by this Agreement first employed by the College on or after July 1, 1998, who have less than three years of experience at Iowa Central Community College will be evaluated twice a year, provided, that if that employee, prior to being first employed at Iowa Central Community College, has successfully completed three consecutive years of employment as an instructor at another community college located in Iowa, the period for evaluation shall be one year. Additional formal evaluations may be made at the discretion of the Administration.

Within thirty (30) calendar days after the beginning of each College year, employees will be acquainted by their immediate supervisor with the evaluation procedure. Classroom evaluation visits shall occur prior to the last three weeks of any semester. The immediate supervisor has the

right to conduct classroom visits at any time during the semester. But if part of the formal evaluation process, the classroom evaluation visits shall be completed within ten (10) working days of the initial formal classroom evaluation visit.

The immediate supervisor will have a conference with the employee within ten (10) working days after the evaluation and before submitting the written evaluation to the President. At the conference, the immediate supervisor will discuss the evaluation with the employee and where improvement is necessary will make written suggestions for improvement stated in, but not limited to, behavioral terms that include specific examples. A copy of the formal evaluation shall be signed by both parties at the conference. The signature of the employee does not mean agreement with the evaluation but only awareness of the contents of the evaluation. One copy of the signed formal evaluation will be retained by the immediate supervisor, one copy will be given to the employee at the conference, and one copy will be placed in the personnel file of the employee.

Within five (5) working days after the evaluation conference, the employee may submit a copy of his/her remarks pertaining to his/her evaluation. Both parties shall sign this document and one copy shall be attached to the evaluation report in the employee's personnel file.

The faculty member shall be notified in advance of a conference that the purpose is evaluation.

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE**

#### **Definitions**

A grievance is a timely filed alleged violation, misinterpretation or misapplication of any provision of this agreement.

A grievant is the person or persons making the complaint or the Association if the entire bargaining unit is affected by the alleged grievance.

### Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise.

### Procedure

Step 1: Within ten (10) working days of the occurrence of the alleged violation, misapplication or misinterpretation the grievant must orally present the grievance to his/her immediate supervisor/department head.

Step 2: If after Step 1 a grievance still exists, the grievant may file a written grievance as set forth in Appendix B within ten (10) working days of the discussion in Step 1. The written grievance shall be submitted to the President's designee. The President's designee shall advise the grievant and the Association of his/her disposition in writing within ten (10) working days.

Step 3: If the grievant is not satisfied with the disposition in Step 2, he/she shall notify the President's designee within ten (10) working days after the answer in Step 2 that the grievance will be submitted to arbitration.

Step 4: Within fifteen (15) working days of the notification in Step 3, a pre-arbitration conference on the grievance will be held including the grievant, the President's designee, and any resource persons either considers helpful to resolution of the grievance in an attempt to resolve the grievance. This pre-arbitration conference shall be confidential and, therefore, no admissions against interest, offers of settlement, or similar information can be used or divulged at arbitration. Any agreement developed at this discussion shall be in writing except by mutual consent of the grievant and the President's designee.

Step 5: If the grievance is unresolved after Step 4, the party requesting arbitration shall within twenty (20) working days from the discussion in Step 4 notify the American Arbitration Association and the President, in writing, of its request for a list of arbitrators. The selection of the arbitrator shall be in accordance with the American Arbitration Association rules.

The arbitrator shall not amend, modify, nullify or add to the specific provisions of the agreement. The decision will be based solely upon his/her interpretation of the relevant language.

The arbitrator's decision will be final and binding upon both parties unless he/she exceeded the authority listed above.

The entire costs of the arbitrator services shall be borne equally by the parties. Other costs shall be paid by the party incurring same.

#### General Provisions

1. Any meetings relative to this procedure shall be held outside of class, office and availability hours of the employee. When possible and not in conflict with the preceding hours, the meetings shall be held between the hours of 8:00 a.m. and 5:00 p.m. on working days.
2. The number of days indicated at each level should be considered as a maximum. Such limits may be extended by mutual agreement.
3. A grievance not processed within the time limits specified at any steps of the procedure shall be considered resolved on the basis of the last answer.
4. Should the employer not answer the grievance within the time limits, the grievance shall move to the next step.
5. In the event a grievance is filed at such time that it cannot be processed through all the steps of the procedure during the work year, the grievance will either continue to be processed through the summer or be continued until the beginning of the next work year at which time it shall be processed from the point of continuance at the discretion of the grievant. However, any grievance proceedings pursuant to a termination under Article III, Reduction in Force and/or pursuant to termination under Iowa Code, Chapter 279 (except as to any grievance barred by Iowa Code 279.14) shall be pursued continuously all the way through to its conclusion without the Association or the Board exercising their respective right to delay processing through the summer. This waiver of rights by the Association and/or the Board shall not apply to other grievance proceedings concerning other Articles.
6. All documents dealing with the processing of the grievance will be filed in a separate grievance file.
7. All meetings under this procedure shall be conducted in private and shall include only the grievant, witnesses, and the designated representatives.

8. Except at Step 1, the grievant, at his/her option, may be represented by an Association representative. At Step 1, the grievant, at his/her option, may have an Association representative accompany him/her as an observer only.
9. A grievance shall not be considered to be an action taken against the Board unless the grievance results from a direct action of the Board.
10. Copies of all written decisions shall be delivered to the grievant and the Association.

## **ARTICLE XII**

### **COMPLIANCE & DURATION**

#### **Section 1: Duration**

This agreement shall take effect on July 1, 2006, and continue in effect until midnight on June 30, 2008, with the right by either party to open the agreement for negotiations in January, 2007, as to Article V (Salary), Article VI (Insurance Programs), and one other Article to be chosen by each party. However, any changes in salary or insurance provided for in this agreement are not effective until the first pay period of the 2006-2007 academic year.

This agreement will not be extended orally.

#### **Section 2: Compliance**

In the event that any article, section or portion of this agreement be declared illegal by court of competent jurisdiction, then that article, section or portion shall be of no force and effect, but the remainder of this agreement shall continue and remain in full force and effect for the duration of this contract.



### Section 3: Printing

The Board shall print copies of this agreement and shall make a copy available to all employees and 24 copies available to the Association. All cost of printing this agreement shall be shared equally by the Board and the Association.

FOR THE BOARD


  
\_\_\_\_\_  
President of the Board

  
\_\_\_\_\_  
Secretary of the Board

Date: 5-9-06

FOR THE ASSOCIATION

  
\_\_\_\_\_  
President of the Association

  
\_\_\_\_\_  
Chief Negotiator

Date: 5-15-06

**APPENDIX A**  
**Dues Deduction Authorization Form**

For Employer use only  
Do not fill out.

Authorization for payroll deduction  
for Iowa Central Community  
College Education Association  
Dues as authorized through the  
ICCCEA

\_\_\_\_\_  
Employee Identification  
Last Name

\_\_\_\_\_  
First Name Initial

\_\_\_\_\_  
Started Amount

I hereby request and authorize the Date  
Board of Education of Iowa Central  
Community College as my remitting  
agent to deduct from my earnings each  
pay period until this authorization is  
changed or revoked as provided  
herein, a sufficient amount to provide  
for the payment of the prevailing rate  
of dues which amount is to be remitted  
each pay period for me and on my  
behalf to the treasurer of Iowa Central  
Community College Education  
Association.

It is understood that this authorization shall begin on the first payroll period following October 1, and shall continue through August of the following year unless revoked in writing by a thirty (30) day notice to the employer. If the employee retires, the employer is authorized to deduct any remaining dues amount from the final payroll period, unless the employee has timely revoked the dues authorization.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Social Security No. \_\_\_\_\_

**APPENDIX B**

Grievance Report

# \_\_\_\_\_

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Name of Aggrieved Person

Distribution of Form

1. Association
2. Employee
3. Employer

**STEP 2**

A. Date Violation Occurred \_\_\_\_\_

B. Section(s) of Contract Violated \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_

D. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Disposition by President's Designee \_\_\_\_\_

\_\_\_\_\_  
Signature of President's Designee

\_\_\_\_\_  
Date

### STEP 3

### Notice That Grievance Will Be Submitted To Arbitration

A. \_\_\_\_\_  
Signature of Aggrieved Person

\_\_\_\_\_ Signature of Association President

B. \_\_\_\_\_  
Date Submitted

### STEP 4

## Pre-Arbitration Conference

Date Held \_\_\_\_\_

Disposition of Grievance \_\_\_\_\_ Resolved  
 \_\_\_\_\_ Unresolved

### STEP 5

Date of filing for arbitration \_\_\_\_\_

## APPENDIX C

Iowa Central Community College  
330 Avenue M  
Fort Dodge, IA 50501

### COMPENSATION GUIDE FOR EXTRACURRICULAR ACTIVITIES

The following additional assignments shall be recommended and certified annually by the President to the Board of Directors for appropriate action and/or for approval. Compensation for such additional assignments shall be in accordance with the percentage amounts shown multiplied by each individual employee's base (faculty) annual salary. The total percentage shown may be divided between those individuals sharing responsibility for such duties. Compensation for other additional assignments not listed herein shall be in a percentage amount comparable to those listed, taking into consideration the time and the responsibilities involved. The Board reserves the right to review all such additional percentage allowances annually.

#### ATHLETICS

Baseball Coach, Varsity.....	8%
Baseball Coach, Varsity Assistant.....	5%
Basketball Coach, Varsity Men's.....	12% (5 day extended contract)
Basketball Coach, Varsity Men's Assistant.....	8%
Basketball Coach, Varsity Women's.....	12% (5 day extended contract)
Football Coach, Varsity.....	12% (15 day extended contract)
Football Coach, Varsity Assistant, with recruiting duties.....	8% (15 day extended contract)
Football Coach, Varsity Assistant, without recruiting duties.....	8% (5 day extended contract)
Golf Coach, Varsity.....	5%
Softball Coach, Varsity Women's.....	10%
Volleyball Coach, Varsity Women's.....	8%
Wrestling Coach, Varsity.....	12% (5 day extended contract)
Wrestling Coach, Varsity Assistant.....	8%

#### OTHERS

Coordinators of Departments or Programs, including Flexlab Coordinators.....	3% (through the duration of the program)
Music Activities, Director of Instrumental or Vocal.....	18% (5 day extended contract)
Publications Supervisor, Newspaper.....	7%
Publications Supervisor Ass't, Newspaper.....	5%

## APPENDIX D

### Agreement on Internet Preparation/Teaching

Instructor:

Course:

Date:

Preparation (check one)

Level a) \_\_\_\_\_

Level b) \_\_\_\_\_

Level c) \_\_\_\_\_

Credit Hours:

Pay for Preparation: \$

### Teaching:

\$15.00 per credit hour for each student still enrolled past the seventh calendar day after the student's start date in the internet course.

\$32.50 per credit hour for each enrolled student upon completion of the course or each enrolled student on the 52<sup>nd</sup> calendar day after the student's start date in a fifteen (15) week internet course.

\_\_\_\_\_  
Signature of Instructor

\_\_\_\_\_  
Signature of Supervisor